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3
4 BILL NO. S-77-06- 45

5 SPECIAL ORDINANCE NO. S- 134-77

6 AN ORDINANCE approving a contract with
7 Brooks Construction Company, for install-
8 ation of pavement - Resolution No. 5757-
9 1977.

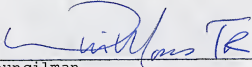
10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
11 WAYNE, INDIANA:

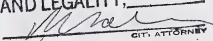
12 SECTION 1. That the contract dated June 22, 1977,
13 between the City of Fort Wayne, by and through its Mayor and the
14 Board of Public Works and Brooks Construction, Inc., for:

15 Resolution No. 5757-1977: To improve by resurf-
16 acing and restoring pavement on five streets in
the 2nd and 3rd Councilmanic Districts, as describ-
ed on the attached Resolution.

17 for a total cost of \$128,988.10, all as more particularly set
18 forth in said contract which is on file in the Office of the
19 Board of Public Works and is by reference incorporated herein,
20 made a part hereof and is hereby in all things ratified, confirmed
21 and approved.

22 SECTION 2. This Ordinance shall be in full force and
23 effect from and after its passage and approval by the Mayor.

24
25 
26 _____
Councilman

27
28 APPROVED AS TO FORM
29 AND LEGALITY,
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CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by

Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____ at _____ o'clock _____ M., E.S.T.

DATE: 6-28-77

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses,

seconded by Hinga, and duly adopted, placed on its passage.

PASSED (~~Lost~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
TOTAL VOTES	<u>8</u>	_____	_____	<u>1</u>	_____
BURNS	<u>✓</u>	_____	_____	_____	_____
HINGA	<u>✓</u>	_____	_____	_____	_____
HUNTER	_____	_____	_____	<u>✓</u>	_____
MOSES	<u>✓</u>	_____	_____	_____	_____
NUCKOLS	<u>✓</u>	_____	_____	_____	_____
SCHMIDT, D.	<u>✓</u>	_____	_____	_____	_____
SCHMIDT, V.	<u>✓</u>	_____	_____	_____	_____
STIER	<u>✓</u>	_____	_____	_____	_____
TALARICO	<u>✓</u>	_____	_____	_____	_____

DATE: 7-12-77

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

(ZONING MAP) (~~GENERAL~~) (~~ANNEXATION~~) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. S-134-77 on the 12th day of July, 1977

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of July, 1977 at the hour of 1:00 o'clock P. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 13th day of July, 1977

at the hour of 2:30 o'clock _____

P. Rahat Shumchong
MAYOR

Bill No. S-77-06-45

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance
approving a contract with Brooks Construction Company, for installation
of pavement - Resolution No. 5757-1977

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

7-12-77 CONCURRED IN
DATE CHARLES W. WESTERMAN, CITY CLERK

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING _____
RATIFICATION _____

CONTRACT

This Agreement, made and entered into this 22nd day of June, 1977

by and between _____

----- BROOKS CONSTRUCTION COMPANY, INC. -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Resolution No. 5757-1977: To improve by resurfacing and restoring pavement on five streets in the 2nd and 3rd Councilmanic Districts, as described on the attached Resolution

by grading and paving the roadway to a width of ~~XXXXXXXXXX~~ feet with ~~XXXXXXXXXXXXXXXXXXXX~~
~~XX~~

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. ~~5757-77~~ and at the following price per line item:

At the following prices:

State "B" HAC Surface	Twenty-one dollars and no cents, per ton	21.00
#11 HAC Binder	Twenty dollars and forty-five cents, per ton	20.45
Pavement Removal	Five dollars and no cents, per square yard	5.00
Joint & Crack Filler	Five hundred dollars and no cents, per ton	500.00

by grading and paving the roadway to a width of XXXXXXXXXX feet with XXXXXXXXXXXXXXXXXXXX
XX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5757-77 ~~and at the following price per lineal foot~~

At the following prices:

State "B" HAC Surface	Twenty-one dollars and no cents, per ton	21.00
#11 HAC Binder	Twenty dollars and forty-five cents, per ton	20.45
Pavement Removal	Five dollars and no cents, per square yard	5.00
Joint & Crack Filler	Five hundred dollars and no cents, per ton	500.00
C.B. Adjust	One hundred fifty dollars and no cents, each	150.00
M.H. Adjust	One hundred fifty dollars and no cents, each	150.00
W.V. Adjust	Sixty dollars, and no cents, each	60.00
#53 HAC Base	Twenty dollars and no cents, per ton	20.00
#A-2 HAC Surface	Twenty-one dollars and thirty cents, per ton	21.30
Curb Removal (Incl. Drive Approaches)		2.00
	Two dollars and no cents, per lineal foot	
Sidewalk Removal	Five dollars and no cents, per square yard	5.00
Curb Face Walk (6")	Two dollars and seventy-five cents, per square foot	2.75
New Concrete Curb Type II-B	Eight dollars and no cents, per lineal foot	8.00
Mulch Seeding & Fertilizer	Two dollars and no cents, per square yard	2.00
Dirt Backfill	Eight dollars and fifty cents, per ton	8.50
Concrete Drive Approaches (6")	Sixteen dollars and fifty cents, per square yard	16.50

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 or the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5757-77 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before October 15, 1977 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____ day of _____, 19____

BROOKS CONSTRUCTION COMPANY, INC.

BY: Robert F. C. Smith

ITS: President

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5757 - 1977

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

1. St. Joe Blvd. - from the south property line of State St. to the north property line of Columbia Avenue.
2. Tecumseh Street - from the south property line of Lake Avenue to Maumee Bridge.
3. Parnell Avenue - from the south property line of State Street to the west property line of St. Joe Blvd.
4. Huffman Blvd. - from north property line of Poinsette Drive to south property line of Fairhill Rd.
5. Northcrest Dr. - from north property line of Warwick Avenue to southern terminus.

with Hot Asphalt Base (as per design mix formula)
with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana, from monies appropriated from Revenue Sharing Funds.

ADOPTED, this _____ day of _____, 1977.

BOARD OF PUBLIC WORKS

CITY OF FORT WAYNE, INDIANA

Henry P. Wehrenberg, Chairman

Ethel H. LaMar, Member

Max G. Scott, Member

ATTEST: _____
Clerk

GUARANTY BOND

Know All Men by These Presents, That we-----

----- BROOKS CONSTRUCTION COMPANY, INC. -----Contractors

as principal, and ----- AMERICAN STATES INSURANCE COMPANY OF INDIANAPOLIS, INDIANA

----- as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of -----

----- ONE HUNDRED TWENTY EIGHT THOUSAND, NINE HUNDRED EIGHTY-EIGHT DOLLARS AND

TEN CENTS -----

(\$128,988.10)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said -----

----- BROOKS CONSTRUCTION COMPANY, INC. -----

did on the ----- day of -----

-----, enter into a contract with the City of Fort Wayne to construct a

Pavement

on Resolution No. 5757-77 ----- ~~Street from~~ To improve by resurfacing and

restoring pavement on five streets in the 2nd and 3rd Councilmanic Districts,

as described on the attached Resolution.

----- according to certain plans and specifications, and

also warranting and guaranteeing the work, ^{for a period of three years} material and condition of the pavement thereof as provided

in aforesaid contract and specifications. Now if the said -----

BROOKS CONSTRUCTION COMPANY, INC. ----- shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this ----- day of -----

AMERICAN STATES INSURANCE COMPANY

N. RICHARD BOERGER
ATTORNEY-IN-FACT

BROOKS CONSTRUCTION CO. INC. (SEAL)

BY: *[Signature]* (SEAL)

ITS: *[Signature]* (SEAL)

Approved this ----- day of -----

Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we -----

----- BROOKS CONSTRUCTION COMPANY, INC. -----

as principal, and ----- AMERICAN STATES INSURANCE COMPANY OF INDIANAPOLIS, -----

INDIANA -----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of ----- ONE -----

HUNDRED TWENTY EIGHT THOUSAND NINE HUNDRED EIGHTY-EIGHT DOLLARS AND TEN CENTS --
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

----- (\$ 128,988.10)

The conditions of the above obligation are such, that if the above named party of the first part shall
faithfully comply with the foregoing contract made and entered into the -----

day of -----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill
all the conditions and stipulations therein contained, except the warranty and guaranty of the pave-
ment as to the workmanship, material and conditions for the period of three(3) years, according to the
true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and re-
main in full force and virtue in law and in the event the said City shall extend the time for the comple-
tion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this ----- day of -----

AMERICAN STATES INSURANCE COMPANY

BROOKS CONSTRUCTION CO. INC. (SEAL)

N. Richard Boerger
N. RICHARD BOERGER
ATTORNEY-IN-FACT

BY: *Robert H. Smith* (SEAL)

ITS: *Robert H. Smith* (SEAL)

(SEAL)

Approved this ----- day of -----

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

JUNE 10, 1977

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by these presents make, constitute and appoint _____

----- N. RICHARD BOERGER and RONALD L. WIGHTMAN -----

(Jointly or Severally)

of Port Wayne and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS -----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President,

attested by its Assistant Secretary and its corporate seal to be hereto affixed this 15th day of May

A. D. 19 74

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
Second Vice-President

ATTEST: Stanley L. Riegel
Assistant Secretary

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 15th day of May, A. D. 19 74, before me personally came

William M. Evans

_____ to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say: that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereo by like order. And said William M. Evans further said that he is acquainted with Stanley L. Riegel and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1977

My Commission Expires

Linda Disney

Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS:

I, Stanley L. Riegel, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 25th

day of May, A. D. 19 77

(SEAL)

Stanley L. Riegel
Assistant Secretary

By the designated committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF APRIL, MAY & JUNE, 1977

In compliance with the provisions of CHAPTER § 315 of the acts of the GENERAL ASSEMBLY of INDIANA, 1975, have established a schedule as hereinafter set forth for the following trades as follows:

CLASSIFICATION	CLASS	RATE PER HR.	HEW	PEN.	VAC.	APP.	MISC.
ANALYST WORKER	S	11.40	35c	55c			3 lf.
BOILERMAKER	S	11.70	30c	1.00		3c	
BRICKLAYER	S	9.70	45c	30c		1c	4 lf.
CARPENTER (BUILDING)	S	9.45		60c		5c	2 lf.
CARPENTER (HIGHWAY)	S	10.08	45c	35c		5c	2 lf.
CEMENT MASON	S	9.05	75c				
ELECTRICIAN	S	10.70	40c	12+30c		6c	
ELEVATOR CONSTRUCTOR	S	10.18	40 1/2c	32c	8%	2c	
GLAZIER	S	9.53	12c		40c	4c	25c holidays
IRON WORKER	S	10.75	75c	85c		1c	2 lf.
LABORER (BUILDING)	S-SS						
LABORER (HIGHWAY)	US	7.25-7.55	60c	45c		9c	
LABORER (SEWER)	S-SS-SS	7.15-8.00	60c	45c		9c	
	S-US-SS	7.15-7.95	60c	45c		8c	
LATHER	S	8.20		25c		1c	3 lf.
MILLWRIGHT & PILEDRIVER	S	9.78		6%		5c	2 lf.
OPERATING ENGINEER (BUILDING)	S-SS						
OPERATING ENGINEER (HIGHWAY)	US	7.55-10.55	40c	40c		5c	
OPERATING ENGINEER (SEWER)	S-SS-US	7.26-10.30	40c	40c		8c	
	S-SS-US	7.75-9.95	40c	40c		5c	
PAINTER	S	8.25 - 9.25	37c	35c		10c	6c Misc.
PLASTERER	S	9.24	60c				
PLUMBER & STEAMFITTER	S	10.35	45c	75c		7c	4 lf.
MOSAIC & TERRAZZO GRINDER	S	7.20 - 9.45					
ROOFER	S	9.45		10c			
SHEETMETAL WORKER	S	10.54	40c	35c		4c	13 lf.
TEAMSTER (BUILDING)	S-SS						
TEAMSTER (HIGHWAY)	US	8.05-9.00	20.00PW	22.00PW			
	S-SS-US	7.78-8.38	19.20PW	22.00PW			

IF any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 7 DAY OF April, 1977

Warren T. Nobles
 REPRESENTING GOVERNOR, STATE OF INDI.
Henry P. W. Schenberg
 REPRESENTING THE AWARDED AGENT

Fred W. Pies
 REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

OFFICE OF CITY ENGINEER

FORT WAYNE INDIANA

		OVER
		3,2370

369.

SPECIAL ORDINANCE - IMPROVEMENT RESOLUTION NO. 5757-1977 - 2nd & 3rd
COUNCILMANIC DISTRICTS - BROOKS CONSTRUCTION CO., INC.

TITLE OF ORDINANCE

DEPARTMENT REQUESTING ORDINANCE

BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE

S-77-06-45
IMPROVEMENT RESOLUTION NO. 5757-1977, RESURFACING IN THE 2nd &
3rd COUNCILMANIC DISTRICTS, - - ST. JOE BLVD., TECUMSEH STREET, PARNELL AVENUE, HUFFMAN
BLVD., AND NORTHCREST DR. WITH BROOKS CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF
\$128,988.10

(CONTRACT ATTACHED)

PRIOR APPROVAL REQUESTED JUNE 14, 1977

EFFECT OF PASSAGE

RESURFACING OF THE ABOVE-NAMED STREETS

EFFECT OF NON-PASSAGE

INABILITY TO COMPLETE STREET RESURFACING PROGRAM AS SCHEDULED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS)

\$128,988.10 FROM REVENUE

SHARING FUNDS

ASSIGNED TO COMMITTEE

EP

Public Works